TOWN OF LUNENBURG

REQUEST FOR PROPOSALS

LEASE OF PROPERTY LOCATED AT

T.C. PASSIOS BUILDING – 1025 MASS AVE, LUNENBURG MA 01462

BROOKS HOUSE -1033 MASS AVE, LUNENBURG MA 01462

Date Issued: November 07, 2018

Due Date for Responses: Thursday December 13, 2018. Applications will be accepted no later than 2:00 PM, at Lunenburg Selectmen's Office, 17 Main Street, Lunenburg, Massachusetts 01462, Attention: Town Manager

LATE PROPOSALS WILL NOT BE ACCEPTED.

This Request for Proposals was developed in accordance with the requirements of Massachusetts General Laws Chapter 30B, Section 16.

1. Request for Proposals

Introductory Instructions

The Town of Lunenburg (the "Town"), acting by and through its Board of Selectmen is issuing this Request for Proposals ("RFP") to invite proposals from interested renters to enter into one or more short-term leases to rent space at the Passios Building, 1025 Massachusetts Ave, or the Brook House, 1033 Massachusetts Ave, in Lunenburg, Massachusetts (the "Properties") and use in a manner acceptable to the Town of Lunenburg (the "Facility").

The preparation of the RFP response shall be at the expense of the respondent. It is the sole responsibility of the respondent to fully examine this RFP's attachments and referenced documents. Questions shall be addressed in writing to the Board of Selectmen, c/o John Londa, Director of Facilities Lunenburg Public Schools, 17 Main Street, Lunenburg, Massachusetts 00462 by December 6th, 2018 or emailed to: jlonda@lunenburgonline.com. Answers to timely submitted questions will be in writing and the questions and answers will be shared with all those on record as having received a copy of the RFP.

All respondents are strongly encouraged to visit the Properties before submitting a proposal. The site will be delivered "as is", without any warranty or representations by the Town with regard to existing conditions.

Each respondent must submit one proposal package clearly marked "Town of Lunenburg Rental Proposal" on the outside of the envelope. Each envelope shall contain two sealed envelopes, one marked "Town of Lunenburg Rental Proposal" and the other marked "Town of Lunenburg Rental Proposal". Respondents shall provide one (1) original, one (1) paper copies, and one (1) electronic copy of the Price Proposal, and one (1) original, one (1) paper copies, and one (1) electronic copy of the Use Proposal. All proposals shall be delivered to:

Board of Selectmen's Office

c/o John Londa

17 Main Street

Lunenburg, MA 02482

All proposals must be submitted by 2:00 PM on December 13th, 2018 (the "Proposal Due Date") when they become the property of the Town and are subject to applicable Public Record Laws. Late proposals will not be accepted. Postmarks will not be considered. It is the responsibility of the respondent to ensure timely delivery of proposals. Respondents to the RFP will be able to correct or modify their proposals before the Proposal Due Date. Each modification package must contain two sealed envelopes. The outside of the package and each sealed envelope shall be marked with the

respondent's name and address and "Town of Lunenburg Lease Proposal, Modification #_____". The first sealed envelope shall also be marked "Price Proposal" and the second sealed envelope shall also be marked "Use Proposal".

Each modification package must be numbered in sequence. Respondents must submit one (1) original, one (1) paper copy, and one (1) electronic copy of any modifications or corrections to the above contact person and address prior to the RFP deadline. Respondents may also withdraw their proposals at any time during the application and selection process. The Town makes no representations or warranties, expressed or implied, as to the accuracy and/or completeness of the information provided in this RFP. Prospective renters will be expected to undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals. All Proposals shall be deemed to be public record within the meaning of M.G.L. Chapter 4, Section 7(26) after the Proposal Due Date. If necessary, the Town will issue addenda to all respondents on record as having requested a copy of this RFP. Addenda will be mailed, faxed or emailed to all such respondents. However, it is the respondents' responsibility to ensure that they are in receipt of all addenda. No addenda will be issued later than November 8, 2018. After the Proposal Due Date, a respondent may not change any provision of their proposal that, in the sole opinion of the Town, may be prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the respondent will be allowed to correct them. If a mistake and the intended proposals are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal and the respondent will be notified in writing before the anticipated Q&A meeting. Use and Price Proposals must be signed as follows: (1) if the respondent is an individual, by him/her personally; (2) if the respondent is a partnership, by the name of the partnership followed by the signature of each general partner; and (3) if the respondent is a corporation, by the authorized officer together with a clerk's certificate. The Town reserves the right to reject any and all proposals or to cancel the RFP as it determines to be in the best interest of the Town. For more details on the Request for Proposals Submission and Selection Process see Section 5 of this RFP.

1.2 Introduction

TOWN OF LUNENBURG The Town was incorporated in 1728 and is located in Worcester County, approximately 25 miles north of the City of Worcester. The Town owns the former Passios Building and the Brooks House and wishes to offer space in both properties for rent until such time as the Town is ready to redevelop the Passios Building, potentially as Town office space. The Brooks House's future use has not been determined and is available until such time as the Town determines any future use.

2. The Properties

2.1 Site Information

The Properties are the Passios Building and the Brooks House

The Passios Building is a 67 year old former Grade 1-5 school located adjacent to the Lunenburg Public School Campus. Since 2010, the Passios has served as a temporary School, for a number of programs. It currently houses the administrative offices of Lunenburg Public Schools, the ACE program, and School Linked Services. The building is generally considered ADA accessible through the front entry and accessible restrooms are available in the building, It is available primarily as educational, municipal, or as office space. Modifications to the interior space can be made to the property at the renter's expense with owner approval. The owner will provide all utilities (water, sewer, electricity, heat, and dumpster space). The renter will be responsible for custodial care to rented spaces. The renter will be responsible installing telephones that it wants to have and can connect to existing wiring where it is available. Internet access will be at the renter's expense. Restrooms are available in the Passios and are maintained by the owner. Up to fifteen (15) parking spaces are available for renters with additional over flow space available in a gravel lot adjoining the building. Rental space is available for individual spaces as well as the total space.

The following spaces are available to rent:

Space	Square Feet	Dimensions	
Classroom 1	992 SF	(32' X31')	
Classroom 4	992 SF	(32' X31')	
Classroom 5	992 SF	(32' X31')	
Classroom 6	992 SF	(32' X31')	
Classroom 7	992 SF	(32' X31')	
Classroom 8	992 SF	(32' X31')	
Classroom 10	992 SF	(32' X31')	
Classroom 15	992 SF	(32' X31')	
Classroom17	992 SF	(32' X31')	
Classroom18	992 SF	(32' X31')	
Classroom 19	992 SF	(32' X31')	
Classroom 20	992 SF	(32' X31')	
Classroom 21	992 SF	(32' X31')	
Classroom 22	992 SF	(32' X31')	
Classroom23	992 SF	(32' X31')	
Classroom24	992 SF	(32' X31')	

The Brook House is a 100 year old residential farm house located on Massachusetts Ave. It is one of the properties that makes up the National Historical district in Lunenburg. It has been used for office space over the last 65 years. It formerly housed the Luneburg Public School administration until 2010. It is available primarily as office space. Modifications to the interior space can be made to the property at the renter's expense with owner approval. It is not an ADA accessible building and no plans exist to try and make it accessible. The owner will provide all utilities (water, sewer, electricity, and heat). The renter will be responsible for custodial care to rented spaces. A restroom is available on each floor of the Brooks House. Eighteen (18) parking spaces are readily available in

the parking lot adjoining the building. Rental space is available for individual space as well as the total space.

The following spaces are available to rent:

Space	Square Feet	Dimensions	
1 st Floor Office A	351SF	(27' X13')	
1 st Floor Office B	429SF	(33' X13')	
2d Floor Office A	156SF	(12' X13')	
2d Floor Office B	156SF	(12' X13')	
2d Floor Office C	169SF	(13' X13')	

2.2 Neighborhood Description

The Properties are adjoining the Lunenburg Public School campus, Lunenburg Public Library, and Memorial Drive. All uses of the Passios Building and Brooks House should consider the traffic generated by the school between 7:30 AM- 8:15 AM and 2:15 PM -2:45 PM.

2.3 Utilities and Infrastructure

2.4 Zoning

The following summary of the provisions of the Lunenburg Zoning Bylaws (the "Zoning Bylaws") is for informational purposes only. It should not be relied upon without independent verification by any proposed renter, and does not reflect any changes in zoning or alternative permitting that a renter may determine to be necessary.

The Zoning Bylaw and sections referenced below may be accessed here:

https://ecode360.com/30800439

3. Insurance and Financial terms

- 3.1 Insurance: The selected developer will be required to carry insurance as negotiated in the lease, however the Town shall require the following types of insurance at similar limits: for the Term of Lease Liability Insurance \$1,000,000 per occurrence \$3,000,000 aggregate Term of Lease Personal Property Insurance 100% of full insurable replacement Term of Lease Automobile Liability Insurance \$1,000,000 Term of Lease Umbrella Liability \$2,000,000 per occurrence
- 3.2 Financial Terms: The selected renter (s) may be required to provide first and last month's rent for the space leased prior to move in. Month rental payment will be due on the 1st of each month or as provide for with the lease.

4. Renter Submission Requirements

- 4.1 Submission Process: The Request for Proposals application package will be available starting at 9:00 A.M. on Thursday, November 07th, 2018 at the Selectmen's Office, 17 Main Street, Lunenburg Ma 01462 02482 and online at www.lunenburgma.gov. Completed copies of the RFP application must be submitted in a sealed envelope clearly marked "Town of Lunenburg Lease Proposal" on the outside of the envelope. One (1) original, one (1) copies and one (1) electronic copy of the complete proposal must be received by 2:00 PM on December 13th, 2019, at the same location addressed to: Board of Selectmen's Office c/o John Londa, 17 Main Street Lunenburg MA 01462 Late proposals will not be accepted. Upon review, if any items are missing and/or incomplete, the Town may reject the application. Additionally, submission of proposals shall be deemed to incorporate the permission of the respondent for the Town to make any inquiries concerning the respondent as considered necessary by the Town to fully review qualifications.
- 4.2 Site Visit: A site visit is scheduled for Monday, November 14th, 2018 at 10:00 AM. Participants shall meet at the main entry to the Passios Building, 1025 Mass Ave Lunenburg MA.
- 4.3 Use Submission Enclosures: The Town is interested in receiving proposals that satisfy the Village Center District Use and other requirements set forth in this RFP from any individual, company, firm, partnership, group or organization capable of leasing all or a portion of the Property from the Town. Proposals not providing evidence of ALL of the following items will be considered non-responsive and will not be given further consideration.
- 4.3.1 The proposed renter must include a detailed description of the renter's organization including the following information:
- 1. The name, address and telephone number of the renter, the name of any representative authorized to act on his/her behalf, the name of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the team.
- 2. If the renter is not an individual doing business under his/her name, a description of the firm and status of the organization (e.g., whether a for-profit, not-for-profit or charitable institution, a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdictions in which it is registered to do business.
- 3. The nature of the entity to enter into a lease.
- 4. A description of the general nature of the operation proposed by the renter and the renter's team. A description of the number of individuals to be at the proposed facility, the days and hours of operation. A description of the amount of traffic likely to be brought to the site in terms of vehicles per hour during school operations and on weekend days.
- 5. If the nature of the operation involves children, the proposal must include the ratio of adults to children. If there will be visitors, an outline of the extent of visitors to the facility on a daily basis must be provided with the proposal. The leasee will be responsible to open the door for individuals

participating in the program and monitor the hallway to ensure that no one accesses areas outside of the leased spaces.

- 6. All adults that will be using the space will be obligated to pass a CORI check.
- 7. If the respondent proposes to lease one of the two Properties, a statement indicating whether or not the respondent is willing to partner with any other respondent(s) offering to lease and develop the remaining portion of the Properties
- 8. A summary of first, the renter's, and secondly, the renter's team's experience, collectively and individually, with the proposed operation.
- 9. References: The names, addresses, telephone and fax numbers and email addresses of at least three business references whom we may contact regarding the renter's previous experience.
- 10. Resumes or brochures.

4.3.2 Required Forms

All proposals shall include the following required forms:

- 1. Disclosure of Beneficial Interests Form–M.G.L. c.7C, 38 (see Appendix A)
- 2. Statement of Tax Compliance Form M.G.L. c. 62C, 49A (see Appendix B)
- 3. Certificate of Non-Collusion Form (see Appendix C)
- 4. Price Proposal Form (See Appendix D)
- 4.4 Prices Proposal Submission Enclosures: The Lease with the Town shall be negotiated if the Board of Selectmen selects a respondent proposal. Price Proposal Form (Appendix D) submissions shall include preferences and alternative lease payment proposals. Alternatives should maximize the value of rental payments to the Town over the term of the proposed Lease.

5. Evaluation Criteria

It is anticipated that all respondents will be notified of the results of the selection process in writing within 45 days of the submission deadline. The Town will review proposals and may select one or more respondents with whom to negotiate a lease agreement. If the Town and selected respondents are unable to come to agreement after a reasonable period of time on the terms and conditions for proceeding with the Facility or Facilities, the Town may proceed to the next highest ranked finalist and ask that party to negotiate until an agreement is reached with a satisfactory developer or developers, or until the Town terminates the process.

5.1 Comparative Evaluation Criteria

All responses will be evaluated and ranked based on Comparative Evaluation Criteria that are summarized below. With these criteria the Town will be able to look at the relative merits of the proposals.

5.2 Evaluation Criteria

The criteria to be used in evaluating the responses include the following:

A. Responsiveness of the Proposal:

The proposal will be evaluated for responsiveness to the information requested by the RFP including all required documents, forms, and terms outlined in the RFP.

B. Suitability:

The ideal renter will have a program that will be compatible with ongoing programs in the building being rented and will be compatible with adjoining school operations.

C. Price:

When the proposal is considered suitable for the building requested, the Town will determine cost per square foot for the areas requested, including any repairs that need to be made to rooms that would be rented, to determine the projected operating cost for the Town against the proposal rental fee. The Town will evaluate the net economic benefit of the proposed renter's proposal and award will be based on the highest net economic benefit as well as responsiveness and responsibility of the proposer.

D. Term:

The term of the lease must be at least 1 year to be considered responsive. Preference will be given to a proposer offering a one year lease with the option of extending by mutual agreement of both parties. Provisions to continue past the initial one year should include a continuation that allows the Town should it be prepared to renovate the building with at least 6 months' notice to terminate the lease.

5.3 Conditions, Terms, and Limitations

This Request for Proposals is subject to the specific conditions, terms and limitations stated below:

- 5.3.1 The Property is to be conveyed by lease "as is" without any representations with regard to its condition. The areas to be rented will be made operational by the owner but will not include renovating, painting, or refreshing of finishes.
- 5.3.2 The Facility shall conform to, and be subject to, the provisions of all other applicable laws, regulations, and ordinances of Federal, State, Regional and Town authorities having jurisdiction.

- 5.3.3 Valid permits and approvals, as required by Town, Regional, State and Federal agencies, shall be obtained by the renter before beginning to operate the proposed program.
- 5.3.4 The selection of one or more renters will depend on satisfying the additional documentation and review requirements described in this RFP and will be subject to the Comparative Evaluation Criteria described in Section 5.2 of the RFP.
- 5.3.5 No transaction will be consummated if any principal of any selected developer is in arrears or in default upon any debt, lease, contract or obligation, including without limitation, real estate taxes and any other municipal liens or charges to any local, state, or Federal authority, including the Town of Lunenburg, or to any other party. The Town reserves the right reject any proposal by any such proposed renter.
- 5.3.6 The Town is not obligated to pay, nor shall in fact pay, any costs or losses incurred by any renter at any time including the cost of responding to the RFP.
- 5.3.7 This RFP does not represent any obligation or agreement whatsoever on the part of the Town.
- 5.3.8 Selection of one or more renter' proposal(s) will not create any rights on the renters' part, including, without limitation, rights of enforcement, equity or reimbursement, until all related documents are fully executed and approved by the Town.
- 5.3.9 The most advantageous proposal or proposals from one or more responsive and responsible respondent(s), taking into account consideration price and all other evaluation criteria set forth in the RFP, will be selected. The Town reserves the right to reject any and all proposals if it determines that it is in the best interest of the Town to do so. All decisions are at the sole and absolute discretion of the Town.

APPENDIX A

DISCLOSURE STATEMENT FOR

TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement. **Section (1):** Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM. **Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

APPENDIX A

DISCLOSURE STATEMENT FOR

TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME RESIDENCE

Other (Please describe): (6)

APPENDIX A

DISCLOSURE STATEMENT FOR

TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):
- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and timeshares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change. Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request. The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

9) This Disclosure Statement is hereby signed under penalties of per	jury.
PRINT NAME OF DISCLOSING	G PARTY (from Section 4, above)
AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE	(MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

APPENDIX B CERTIFICATE OF TAX COMPLIANCE

	the penalties of perjury that, to the best of my			
knowledge and belief, I am in compliance with all laws of the Commonwealth relating to t reporting of employees and contractors, and withholding and remitting child support.				
Social Security Number or	 Signature of Individual			
Social Security Number of	Signature of individual			
Or Federal Identification Number	Corporate Name			

Corporate Officer (if applicable)

APPENDIX C CERTIFICATE OF NON-COLLUSION: REQUIRED FORM

The undersigned certifies under the penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of person submitting contract/bid	Date	
Name of Business		

APPENDIX D PRICE PROPOSAL SUBMISSION FORM

Please identify the following:
Term: Please include initial term proposal, along with term extension provisions.
Note: The term of the lease must be at least 1 year to be considered responsive. Provisions to continue past the initial one year should include a continuation that allows the Town should it be prepared to renovate the building with at least 6 months' notice to terminate the lease
Spaces Required: Please include all spaces that the requester wishes to rent for the above term.
Note: Include Building and all spaces per section 2.1
Rent: Please include the proposed annual base rent, escalation rent, and/or other rent payments proposed. For escalation rent, please discuss the proposed escalation schedule including proposed percentage increases and the rationale for said increases.